

OMB NO. 1124-0006; Expires February 28, 2014

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden: Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Ruder Finn Inc		2. Registration No. 1481						
3. Name of Foreign Principal Daichi Sankyo Company, Limited		4. Principal Address of Foreign Principal 3-5-1 Nihonbashi-honcho, Chou-ku Tokyo 103-8426 Japan						
5. Indicate whether your foreign principal is one of the following:								
<input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input checked="" type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
<input type="checkbox"/> Individual-State nationality _____								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant								
b) Name and title of official with whom registrant deals								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Global Pharmaceutical Company

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Daiichi Sankyo, Inc.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 18, 2013	Susan Hirsch	/s/ Susan Hirsch
		eSigned

OMB NO. 1124-0004; Expires February 28, 2014

U.S. Department of Justice
Washington, DC 20530**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ruder Finn Inc

2. Registration No.

1481

3. Name of Foreign Principal

Daichi Sankyo Company Limited

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Global Public Relations Services

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Public Relations Counsel

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 18, 2013	Susan hirsch	/s/ Susan Hirsch
		eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

signed original

MASTER VENDOR AGREEMENT
by and among
RUDER FINN, INC
and
DAIICHI SANKYO COMPANY, LIMITED
Daiichi Sankyo Europe GmbH and
DAIICHI SANKYO, INC.

This MASTER VENDOR AGREEMENT (the "Agreement"), is made and entered into as of September 1, 2012 ("Effective Date"), by and among Daiichi Sankyo Company, Limited, a Japanese corporation having its principal place of business at 3-5-1, Nihonbashi-honcho, Chuo-ku, Tokyo 103-8426, Japan; Daiichi Sankyo, Inc., having its principal place of business at Two Hilton Court, Parsippany, New Jersey 07054, United States; and Daiichi Sankyo Europe GmbH having its principal place of business at Zielstattstrasse 48, 81379 Munich, Germany (collectively "Daiichi Sankyo entities" or "Daiichi Sankyo"); and Ruder Finn, Inc., having a principal place of business at 301 E. 57th Street, 3rd floor, New York, NY 10022 ("Vendor"). Each of Daiichi Sankyo entities and Vendor are sometimes hereinafter referred to as a "Party" or collectively as the "Parties".

WHEREAS, Vendor is in the business of, and has expertise in, Global Public Relations, including pre-launch and post launch strategy creation and regional execution; and

WHEREAS, Vendor provides a variety of support services (hereunder "Services"), for or on behalf of its clients, as more particularly described in the Work Order(s) (defined below in Section 1.1) issued hereunder; and

WHEREAS, Daiichi Sankyo entities desire to obtain the Services described in the Work Order(s) from Vendor, and Vendor desires to provide such Services as required and requested by Daiichi Sankyo entities, upon the terms, and subject to conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the Parties agree as follows:

Section 1. The Services.

1.1 It is anticipated, but not required, that Daiichi Sankyo will engage Vendor to perform Services in connection with one or more projects (each, a "Project" and collectively, the "Projects") during the Term (defined below). The nature of the Services to be performed by Vendor and the deliverables to be provided to Daiichi Sankyo in connection therewith, as well as the timing, cost and payment schedule with respect to such Services, shall be as mutually agreed by the Parties from time to time in one or more written Work Orders to this Agreement in the form of Exhibit A hereto (each, a "Work



Order" and collectively, the "Work Orders"). Each such Work Order shall constitute a separate and distinct contract among the Parties, it is understood and agreed, however, that all terms and conditions of this Agreement shall apply to each Work Order, and shall take precedence over any contrary or inconsistent terms and conditions appearing or referred to in any such Work Order, unless the Parties expressly agree otherwise. No such contrary or inconsistent terms and conditions, nor any contrary, inconsistent or additional terms in any document issued by either Party shall become part of such contract unless accepted in writing by the Parties.

1.2 Anything to the contrary contained in this Agreement notwithstanding, Vendor agrees and acknowledges that during the Term there is neither a minimum number of projects for which Daiichi Sankyo is obligated to engage the Services of Vendor nor shall this Agreement be construed as limiting in any way Daiichi Sankyo's right to contract for similar services with any other party. In no event shall this Agreement be construed as obligating Daiichi Sankyo to pay any amounts for Services performed under this Agreement unless (i) Daiichi Sankyo actually engages Vendor to perform Services pursuant to this Agreement, and (ii) such engagement is evidenced by a Work Order in the form of Exhibit A executed by the Parties prior to the commencement of the engagement.

1.3 Vendor shall accurately and efficiently perform the Services consistent with the professional standards of quality and care for Services of the kind set forth in any Work Order, and shall perform the Services for the fees specified in the applicable Work Order, and in conformance with the provisions set forth in any applicable written performance standards and criteria, and/or specifications of the applicable Work Order and this Agreement.

1.4 Each Work Order shall set forth the commencement and completion dates for the performance of the Services.

1.5 Vendor shall not retain any subcontractor to assist it in any performance of its obligations under this Agreement, without the prior written consent of Daiichi Sankyo, other than freelance authors to provide the written materials required under one or more Work Orders. Such freelancers may be retained without Daiichi Sankyo's consent. All subcontractor and freelancers, if any, shall work under the control and direction of Vendor and shall be subject to the terms and conditions of this Agreement applicable to their engagement, including, but not limited to, the confidentiality obligations set forth herein, all of which shall be documented in a written agreement between any such subcontractors or freelancers and Vendor. In addition, Vendor shall be solely responsible for the performance of, and payment to, any subcontractors and freelancers, as well as for any breaches of this Agreement and/or the applicable Work Order by such subcontractor.

Section 2. Payment.

2.1 In consideration of the performance of the Services, Daiichi Sankyo shall pay Vendor the fees set forth in the applicable Work Order, plus related out-of-pocket expenses necessarily incurred by Vendor in connection with the performance of Services hereunder. Each request for payment shall be in accordance with the terms of this Agreement and the applicable Work Order, including Daiichi Sankyo's Reimbursement Policy, a copy of which is attached as **Exhibit B**.

2.2 Each request for payment shall be accompanied by an invoice from Vendor reasonably documenting actual costs incurred and/or fees earned pursuant to the applicable Work Order. Any fees and/or costs incurred by Vendor which exceed those set forth on the applicable Work Order shall be at the sole risk and expense of Vendor unless authorized by Daiichi Sankyo in writing prior to being earned or incurred. Invoices should be sent to the relevant Daiichi Sankyo entity or entities as detailed in the Work Order(s). Each invoice shall describe in reasonable detail the Service provided and associated time, fees and expenses, invoice number, purchase order number issued by one or more of the Daiichi Sankyo entities, amount due, bank account and other necessary details in form and detail sufficient to meet the requirements of the tax authorities with respect to recognition of business-related (travel) expenses for corporate tax purposes.

2.3 On or after the Effective Date, if the fees are to be paid by more than one Daiichi Sankyo entity as indicated in the applicable Work Order, any of Daiichi Sankyo entities may enter into a Work Order under this Agreement on behalf of itself and the other Daiichi Sankyo entities which will share the fees so long as the aggregate fees and costs under the Work Order do not exceed forty-thousand U.S. dollars (\$40,000 USD). Otherwise, each Daiichi Sankyo entity to be billed must sign the Work Order.

If the fees are to be billed by Vendor to one Daiichi Sankyo entity only, only that Daiichi Sankyo entity must enter into the Work Order with the Vendor, regardless of the amount. Likewise, if two Daiichi Sankyo entities are to be billed, but not the third, the entity that will not be billed is not required to enter into the Work Order regardless of the amount.

2.3.1 Requirement for Portable Document Format (PDF) Invoice Submission. Daiichi Sankyo, Inc. requires that all invoices submitted by Vendor relative to this Agreement adhere to the following procedure: (i) each invoice must be in PDF format; (ii) each invoice must be attached as a separate document in Vendor's email to Daiichi Sankyo; (iii) each invoice must be sent to the following mailbox: APCOML@DSL.com; (iv) duplicate hard copies of the invoice are not to be submitted via any other means (USPS, etc.); (v) Vendor's company name must be entered as the "subject" on the email; (vi) all invoices over two hundred (\$200.00) dollars must reference the applicable Daiichi Sankyo Purchase Order number.

2.3.2 Please note that the requirements described in Section 2.3.1 above relate exclusively to Daiichi Sankyo, Inc. and does not relate to Daiichi Sankyo

Company, Limited or Daiichi Sankyo Europe GmbH. Inquiries— but not actual PDF invoice submissions - concerning the requirements contained in Section 2.3.1 may be directed to a separate mailbox: APINQUIRY@DSI.com

2.4 Daiichi Sankyo's payment terms are net 30 days after receipt of invoice.

2.5 Special Provision Regarding Payment to Healthcare Professionals.

For the purposes of this Agreement, Vendor is prohibited from making any payments on behalf of Daiichi Sankyo to any Healthcare Professional or Customer. For the purposes of this Agreement "Healthcare Professional" shall mean any physician, medical student, nurse, nurse practitioner, physician assistant, pharmacist, licensed social workers, and any (other) person legally authorized to prescribe a prescription drug product. "Customer" shall mean any purchasing group, hospitals, medical schools, academic institutions, managed care organizations, pharmacies, pharmacy chains, drug wholesalers, health benefits administrators, formulary members, disease specific advocacy groups, and nursing homes. The restriction on payment to a Healthcare Professional as described in this Section 2.5 shall not apply to Vendors that are engaged by Daiichi Sankyo for the purpose of conducting blinded market research and which is otherwise consistent with applicable Daiichi Sankyo policy (including but not limited to fair market value payment as determined by Daiichi Sankyo).

2.6 Special Provision Regarding the Sunshine Law; Requirement for Appropriate Documentation and Reporting of and/or Provision of Items of Value to Healthcare Professionals.

For the purposes of this Agreement, Vendor is prohibited from making any payments on behalf of Daiichi Sankyo and/or providing any item(s) of value, directly or indirectly, to any Healthcare Professional or Customer (for definitions see Section above). The restriction on payment and/or the provision of any item(s) of value to a Healthcare Professional or Customer as described in this Section 2.6 shall not apply to Vendors that are engaged by Daiichi Sankyo for the purpose of conducting blinded market research and which is otherwise consistent with applicable Daiichi Sankyo policies (including but not limited to fair market value payment as determined by the associated Daiichi Sankyo entity).

2.7 Vendor shall be responsible for paying all applicable taxes based upon Vendor's net income that may be owed in connection with the performance of Services. Daiichi Sankyo may withhold taxes as required by law or regulation, even if Vendor is responsible for paying those taxes; provided that in such case, Daiichi Sankyo shall inform Vendor in writing prior to payment that Vendor is required to withhold the applicable amount under the applicable state, local, provincial or foreign tax law, specifying the withholding amount and the legal basis for such withholding.

Section 3. Term.

The term of this Agreement shall commence on the Effective Date and continue for three (3) years until September 1, 2015 (the "Term"), unless sooner terminated pursuant to

Section 4 ("Termination"). The Term may be modified or extended only by the written agreement of the Parties; provided, however, that if any Work Order entered into prior to the end of the Term shall have an expiration date after the last day of the Term, then notwithstanding the end of the Term, this Agreement shall remain in full force and effect until the expiration of such Work Order, but only with respect to the such Work Order and the Services described therein.

Section 4. Termination.

4.1 This Agreement, any Work Order and/or the Services shall be immediately terminable either by Daiichi Sankyo or by Vendor at any time with or without cause upon sixty (60) days' prior written notice to the other Party. Upon the delivery of such termination notice by Daiichi Sankyo, Vendor shall immediately cease work on the Services, deliver to Daiichi Sankyo any and all Work Product (defined below) (including any work in progress) prepared or created by Vendor under this Agreement or Work Order. Upon the delivery of such termination notice by Vendor, Vendor shall continue to provide the Services under the outstanding Work Orders, unless otherwise requested by Daiichi Sankyo in which event Vendor shall immediately cease work on the Services, deliver to Daiichi Sankyo any and all Work Product (defined below) (including any work in progress) prepared or created by Vendor under this Agreement or Work Order. Upon said termination, Daiichi Sankyo's sole obligation to Vendor shall be to pay any monies due and owing Vendor for work actually performed and reasonable, documented expenses actually incurred up to the effective date of termination and submitted and approved in accordance with this Agreement. Any unearned or unexpended portion of monies previously paid by Daiichi Sankyo to Vendor shall be refunded to Daiichi Sankyo.

4.2 Any of Daiichi Sankyo entities may terminate this Agreement on behalf of all of Daiichi Sankyo entities.

Section 5. Confidential Information.

5.1 During the performance of Vendor's obligations hereunder, Vendor and Vendor's officers, directors, employees, representatives and agents (each, a "Representative") may obtain, receive or have access to certain valuable materials, information, and/or data relating to intellectual property, know-how, businesses, operations, finances and/or commercial, marketing, research and development and/or other plans and strategies of Daiichi Sankyo, which Daiichi Sankyo considers to be confidential and proprietary. All such materials, information and/or data, together with all copies, summaries, notes, analyses and/or studies thereof or pertaining thereto, whether written or recorded in electronic or other format and on whatever media, are herein collectively referred to as "Confidential Information."



5.2 During the Term of this Agreement and for a period of at least five (5) years thereafter, Vendor agrees to retain, and to cause each of Vendor's Representatives to retain, in confidence and to refrain from disclosing and/or using for Vendor's or its Representatives' benefit or the benefit of any third party any and all Confidential Information disclosed to or obtained by Vendor and/or Vendor's Representatives, or any one or more of them, as a result of the performance of the Services or while visiting Daiichi Sankyo's facilities. These restrictions shall not apply to Confidential Information which (i) is or becomes public knowledge through no fault of Vendor or its Representatives; or (ii) is lawfully made available to Vendor or its Representatives by an independent third party and such lawful availability can be properly demonstrated by Vendor; or (iii) is already in Vendor's or its Representatives' possession at the time of initial receipt from Daiichi Sankyo and such prior possession can be properly demonstrated by Vendor; or (iv) is independently developed by Vendor or Vendor's Representatives and such independent development can be properly demonstrated by Vendor; or (v) is required by law, regulation, rule, act, or order of any governmental authority or agency to be disclosed by Vendor or its Representative; *provided, however*, that Vendor give Daiichi Sankyo sufficient advance written notice to permit it to seek a protective order or other similar order with respect to the Confidential Information and, thereafter, Vendor or its Representatives disclose only the minimum Confidential Information required to be disclosed in order to comply, whether or not Daiichi Sankyo seeks or obtains any such protective or other similar order.

5.3 Vendor agrees that, without the prior written permission of Daiichi Sankyo, Vendor will not, and Vendor will not permit any of Vendor's Representatives to, use Confidential Information for any purpose other than carrying out Vendor's obligations under this Agreement. Vendor shall provide Confidential Information received under this Agreement only to Vendor's Representatives who are directly concerned with the performance of the Services and who are bound, by contract or otherwise, to maintain the confidentiality of the Confidential Information for the Term of this Agreement. Vendor agrees to (i) advise Vendor's Representatives of the proprietary nature of the Confidential Information and the terms and conditions of this Agreement requiring that the confidentiality of the Confidential Information be maintained and (ii) use all reasonable safeguards to prevent unauthorized use by such Representatives. Vendor shall immediately notify Daiichi Sankyo upon becoming aware of any breach of the confidentiality obligations of this Section 5.

5.4 All Confidential Information which Vendor or any of its Representatives shall obtain or to which Vendor or Vendor's Representatives shall be given access pursuant to or in connection with this Agreement shall be and remain the sole property of Daiichi Sankyo, and Vendor shall have no rights or interests (except as expressly provided herein) to or in such Confidential Information. Immediately upon the expiration or earlier termination of this Agreement, Vendor shall return to Daiichi Sankyo all Confidential Information (including all copies thereof) then in the possession of Vendor or any of its Representatives.

5.5 Vendor hereby acknowledges that a breach by Vendor or Vendor's Representatives of the confidentiality provisions of this Agreement imposed under this Section 5 ("Confidential Information") may cause irreparable injury and damage to Daiichi Sankyo and that remedies at law may be inadequate to redress any actual or threatened violation of this Agreement. Vendor therefore expressly agrees that Daiichi Sankyo shall be entitled, in addition to any other remedies that may be available to it, to any injunctive and/or equitable relief to prevent or otherwise restrain a breach of this Section 5 as may be deemed appropriate by any court of competent jurisdiction and without the need to post bond or other security. Any award of relief to Daiichi Sankyo shall include Daiichi Sankyo's costs and expenses of enforcement (including reasonable attorneys' fees, court costs and expenses).

Section 6. Relationship with Daiichi Sankyo.

Vendor agrees that, in its relationship with Daiichi Sankyo under this Agreement, it is acting in the capacity of an independent contractor and that it has no authority to represent or act on behalf of Daiichi Sankyo without Daiichi Sankyo's prior written consent. Vendor shall not hold itself out to third persons as purporting to act on behalf of, or serving as the agent of, Daiichi Sankyo, and it is not authorized to enter into any agreements, whether oral or written, on Daiichi Sankyo's behalf.

Section 7. Compliance with Laws.

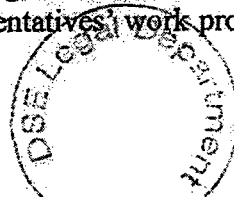
Vendor agrees that performance by Vendor and its Representatives of the obligations hereunder shall be in compliance with all applicable local, state, and federal laws, rules and regulations in force, including the voluntary self-regulation practiced by the pharmaceutical industry. Vendor also agrees to comply with any policies and/or procedures provided to it by Daiichi Sankyo.

Section 8. Indemnification.

Each Party shall indemnify and hold harmless the other Party and the other Party's affiliates, officers, directors, employees, and agents from and against all liabilities, losses, costs and expenses (including reasonable attorneys' fees) and damages arising out of or resulting from (i) any willful misconduct or negligent act or omission of such Party, (ii) any breach of this Agreement by such Party, or (iii) any violation by such Party and/or its Representatives of any local, state, or federal law, rule, or regulation applicable to the performance of such Party's obligations under this Agreement. Indemnification under this provision shall survive termination of this Agreement.

Section 9. Intellectual Property.

9.1 All of Vendor's work product under this Agreement and all concepts, inventions, ideas, patent rights, data, materials, trademarks, and copyrights which are related to, arise out of, or in connection with (i) Vendor and/or its Representatives' work product created



or (ii) any and all Services performed by Vendor and/or its Representatives, each pursuant to this Agreement (collectively, "Work Product"), will be the exclusive property of, and all ownership rights shall vest in, Daiichi Sankyo and/or its affiliates (regardless of whether Daiichi Sankyo or any of its affiliates uses the Work Product). Vendor and its Representatives agree to sign, and shall be deemed to have expressly disclaimed, any and all necessary documents or take such other actions as Daiichi Sankyo may reasonably request in order to perfect any and all such rights.

9.2 The Parties expressly agree that all Work Product created pursuant to this Agreement are Works Made For Hire, as defined in the U.S. Copyright Act, 17 U.S.C. 101, and shall vest in Daiichi Sankyo as author. All other Work Product, whether copyrightable or not, including without limitation, any works which may be deemed by a competent authority not to be Works Made For Hire created pursuant to this Agreement, are hereby assigned to Daiichi Sankyo by Vendor, including without limitation, all right, title and interest in and to the copyright thereof throughout the world, including all renewals and extensions thereof and including the right to make and distribute copies in any media, to translate, and/or make derivative works therefrom. Vendor agrees to execute and to secure the execution from the applicable authors retained by Vendor all registrations, assignments, transfer documents and other instruments necessary or desirable in the reasonable opinion of Daiichi Sankyo to record any assignment or registration of copyright or other transfer of ownership in any Work Product transferred to Daiichi Sankyo pursuant to this Agreement at Daiichi Sankyo's cost.

9.3 * All Daiichi Sankyo materials, Confidential Information, data, results, tests, analysis, materials, documents, information, descriptions and suggestions of every kind supplied to Vendor by Daiichi Sankyo in connection with and/or pursuant to this Agreement or any Work Order shall remain the sole and exclusive property of Daiichi Sankyo.

Section 10. General Representations, Warranties and Covenants.

10.1 Vendor warrants that it shall perform the Services in a professional and workmanlike manner as agreed to by both Vendor and Daiichi Sankyo.

10.2 Vendor represents and warrants that neither Vendor nor its Representatives nor any person employed thereby directly in the performance of the Services herein has been charged or convicted of a federal or state offense (related to healthcare services or to his/her medical license), debarred by any regulatory authority, state or federal agency (see 21 U.S.C. §335a and Section 306(a) or (b) of the Federal Food, Drug and Cosmetic Act) or excluded by the Office of Inspector General or any state agency from participation in any federal or state health care program, including but limited to Medicaid or Medicare programs (see 42 U.S.C. §1320a-7, et. seq. and 21 C.F.R. 312.70). If at any time after execution of this Agreement, Vendor becomes aware that its Representative or employee has been, or is in the process of being charged, convicted, debarred or excluded in accordance with the aforementioned provisions herein this

section, the Vendor hereby certifies it will promptly notify Daiichi Sankyo in writing during the term of this Agreement and for three (3) years following its termination or expiration. Vendor also certifies that no debarred person will in the future be employed by the Vendor in connection with any work to be performed for or on behalf of Daiichi Sankyo (see the FDA Office of Regulatory Affairs Debarment List at http://www.fda.gov/ora/compliance_ref/debar/).

10.3 Vendor warrants and represents that, as of the Effective Date, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or Vendor's performance hereunder or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. Vendor further represents that it will not enter into any such contract or understanding during the Term of this Agreement.

10.4 Vendor warrants and represents that it has rights, approvals, and/or licenses necessary to provide the Services hereunder, and Vendor will obtain all permits, consents, licenses and/or regulatory, legal or institutional approvals necessary.

Section 11. Insurance.

Vendor shall, during the Term of this Agreement, at its own cost and expense, at no additional cost to Daiichi Sankyo, obtain and maintain in full force and effect (i) Worker's Compensation Insurance in accordance with the statutory requirements of the state(s) in which the Services are to be performed, and (ii) General Liability Insurance including contractual liability covering Vendor's obligations to indemnify Daiichi Sankyo under this Agreement with a minimum One Million Dollar (\$1,000,000) limit per occurrence. Upon request of Daiichi Sankyo, Vendor shall furnish to Daiichi Sankyo a Certificate of Insurance evidencing the foregoing insurance.

Section 12. Audits.

Vendor agrees to maintain accurate and complete records of all contracts, papers, correspondence, accounts, invoices, data and/or other information in Vendor's possession relating to this Agreement and the Services (the "Records") during the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement or the applicable Work Order, whichever occurs later. For Daiichi Sankyo Europe GmbH, Vendor agrees to maintain tax and relevant fiscal records for a period of ten (10) years after the termination or expiration of this Agreement or the applicable Work Order, whichever occurs later. Vendor agrees to permit Daiichi Sankyo or any person or entity designated by Daiichi Sankyo to examine and audit the Records at Daiichi Sankyo's expense, with prior written notification and during normal business hours.



Section 13. Miscellaneous.

13.1 Notices. All notices, requests and other communications shall be in writing and shall be validly given or served when (a) hand delivered, (b) delivered by recognized commercial overnight courier services, or (c) given by registered or certified first class mail, postage prepaid, return receipt requested, to the individual named below:

If to Daiichi Sankyo entities:

Michaela Paudler-Debus
Director
Corporate Communications Department
Daiichi Sankyo Co., Ltd.
3-5-1, Nihonbashi Honcho, Chuo-ku, Tokyo 103-8426, Japan

Richard Salem
Executive Director, Public Affairs
Daiichi Sankyo, Inc.
Two Hilton Court
Parsippany, NJ 07054
USA

With a copy to the Deputy General Counsel at the same address.

Daria Munsel -Senior Manager, Product PR
Daiichi Sankyo Europe GmbH
Zielstattstrasse 48
81379 Munich
Germany

With a copy to Martin Fürle, Corporate Counsel, Legal Department at the same address.

If to Vendor:

Ruder Finn, Inc.
301 E. 57th Street, 3rd floor
New York, NY 10022
Attention: Mike Boyce

13.2 Assignment. None of the Parties shall, in whole or in part, assign, transfer, delegate, or pledge its interests and/or obligations hereunder to any third party or entity without the prior written consent of the other Party. Subject to the foregoing, this Agreement, and the covenants and agreements herein contained, shall inure to the benefit

of and be binding on Daiichi Sankyo, Vendor and their respective permitted successors and assigns.

13.3 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of New Jersey, United States without giving effect to the conflicts of laws principles thereof. The State and Federal Courts located in the State of New Jersey are the agreed-upon forum for the resolution of all disputes arising hereunder, and the parties, hereto, their officer, and employees hereby consent to (i) the jurisdiction and venue of the aforesaid courts for the purpose of resolving all such disputes and (ii) service of process consistent with the Federal or State of New Jersey laws.

13.4 Affirmative Action. Daiichi Sankyo, Inc. is an affirmative action employer. Thus, for all engagements in which Services are provided for Daiichi Sankyo, Inc., Vendor is hereby notified that it may be subject to the provisions of 29 CFR Part 470, 41 CFR Section 60-1.4(c), 41 CFR Section 60-250.4 and/or Section 60-300.5, and/or 41 CFR Section 60-741.5 or other applicable state and local laws with respect to affirmative action program and plan requirements. Vendor's signature on this Agreement represents its certification that, if applicable to it pursuant to this Agreement, Vendor has complied and will continue to comply with all applicable laws, statutes and regulations including, but not limited, those addressing the completion of EEO-1 reports and maintaining non-segregated facilities.

13.5 Waivers; Cumulative Rights; Remedies. No failure or delay on the part of either Vendor or Daiichi Sankyo in exercising any rights hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will have effect unless given in a signed, written document.

13.6 No Publicity. Vendor may not use the name of Daiichi Sankyo in any publicity or advertising nor issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of Daiichi Sankyo.

13.7 Integration and Amendment. All Exhibits attached hereto are incorporated by reference herein. This Agreement represents the entire understanding between the Parties, and hereby supersedes all prior understandings and agreements, whether oral or written, between the Parties with respect to the Services. This Agreement may not be modified or amended, in whole or in part, except in writing that is signed by an authorized representative of the Parties. This shall also apply to any amendment to this written-form clause.

13.8 Severability. In the event any portion of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or provisions of this Agreement are in conflict with any applicable statute or rule of law, then such term(s) or provision(s) shall be deemed inoperative to the extent

that they may conflict therewith and shall be deemed to be modified to conform to such statute or rule of law.

13.9 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision hereof.

13.10 Survival. Any provisions of or obligation under this Agreement, which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive any such termination or expiration, and shall continue in full force and effect, to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein and of the intent contemplated hereunder.

13.11 Force Majeure. In no event shall any Party be liable for any failure or delay in performance (other than the payment of any fees and expenses) due to causes or circumstances beyond its reasonable control and without its fault or negligence (including, but not limited to, Acts of God, acts of fire, floods or other natural disaster, terrorism, war, condition, strikes or any other labor disputes, communication line failures, and/or freight embargoes). In the event that any such failures or delay by Vendor continues for a period of more than thirty (30) business days, Daiichi Sankyo shall upon written notice to Vendor, have the option of terminating the applicable Work Order.

Signature Page to Follow



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly authorized, executed and delivered as of the last date set forth below.

RUDER FINN, INC.

By: [Signature]

Print Name: Susan Goldstein

Title: Managing Director, Global Health

Date: 10/10/12

Witness

DAIICHI SANKYO COMPANY, LIMITED

By: [Signature]

Print Name: Noriaki Ishida

Title: VP Corporate Communication

Date: 10/22/12

DAIICHI SANKYO, INC.

By: [Signature]

Print Name: Carol Pino

Title: Sr. Dir. External Affairs

Date: 10/17/12

Daiichi Sankyo Europe GmbH

By: ppa. [Signature]

Print Name: Nick Rhys-Jones

Title: SVP Commercial Operations

Date: 5/11/12

By: i.V. [Signature]

Print Name: Dr. Florian Abel

Title: Vice President Med. Affairs

Date: 15/Nov/2012

EXHIBIT A
To Master Vendor Agreement

WORK ORDER TO
MASTER VENDOR AGREEMENT

by and among
RUDER FINN, INC.

and

DAIICHI SANKYO COMPANY, LIMITED
Daiichi Sankyo Europe GmbH and
DAIICHI SANKYO, INC.

This Work Order (the "Work Order"), made as of [ENTER DATE], is issued pursuant to and is made of the MASTER VENDOR AGREEMENT (the "Agreement") effective as of September 1, 2012 by and among Ruder Finn, Inc., 301 E. 57th Street, 3rd floor, New York, NY 10022 ("Vendor"), Daiichi Sankyo Company, Limited, a Japanese corporation having its principal place of business at 3-5-1, Nihonbashi-honcho, Chuo-ku, Tokyo 103-8426, Japan; Daiichi Sankyo, Inc., having its principal place of business at Two Hilton Court, Parsippany, New Jersey 07054, United States; and Daiichi Sankyo Europe GmbH, having its principal place of business at Zielstattstrasse 48, 81379 Munich, Germany (collectively "Daiichi Sankyo entities" or "Daiichi Sankyo").

For the purpose of this Work Order, the terms used herein shall have the meaning set forth in the Agreement.

WHEREAS, Vendor and Daiichi Sankyo are parties to the Agreement, pursuant to which, Vendor, upon Daiichi Sankyo's request, may perform Services described in the Work Order (as defined in the Agreement) from time to time on terms and conditions set forth in the Agreement and the Work Order; and,

WHEREAS, Vendor desires to provide the Services to Daiichi Sankyo in accordance with the terms and conditions of the Agreement and the Work Order.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Services

[PROVIDE A DETAILED DESCRIPTION OF THE SERVICES, INCLUDING A DETAILED LIST AND DESCRIPTION OF THE DELIVERABLES ASSOCIATED WITH THE SERVICES.]

2. Milestones

[PROVIDE A LISTING OF ANY MILESTONES TO BE ACHIEVED, DEADLINES FOR ALL OR PART OF THE SERVICES, DELIVERY DATES FOR DELIVERABLES, ETC.]

3. Fees Payable/Payment Schedule

[PROVIDE A DETAILED DESCRIPTION OF THE FEES PAYABLE, TIMING OF PAYMENTS, OUT-OF-POCKET COSTS, ETC.]

The Project fees and expenses will be shared among and paid by Daiichi Sankyo entities as detailed below:

- a. Daiichi Sankyo, Inc., X%
- b. Daiichi Sankyo Europe GmbH, X%
- c. Daiichi Sankyo Company, Limited, X%

If the aggregate fees and costs set forth above exceed forty-thousand US dollars, this Work Order shall be signed by each Daiichi Sankyo entity which will share the Project fees and expenses as indicated above. Vendor will submit invoices to all of the Daiichi Sankyo entities to share such fees and expenses, detailing all Services performed. Each invoice will note the full amount billed to all applicable Daiichi Sankyo entities, but will bill only for the portion attributable (as set forth above) to the individual Daiichi Sankyo entity invoiced.

Daiichi Sankyo entities shall be invoiced in accordance with the Agreement. Invoices should be sent to the following addresses:

- i. **DSI:**
Daiichi Sankyo, Inc.
Two Hilton Court
Parsippany, NJ 07054
USA

Notwithstanding the foregoing, invoices to Daiichi Sankyo, Inc. shall be submitted in accordance with the procedures set forth in Section 2.3.1 of the Agreement.

- ii. **DSE:**
Daiichi Sankyo Europe GmbH
Zielstattstrasse 48
81379 Munich
Germany



iii. DSC:
Daiichi Sankyo Company, Limited
3-5-1, Nihonbashi Honcho, Chuo-ku
Tokyo 103-0023
Japan

4. Term

The Services shall commence on [SPECIFY THE DATE THE SERVICES ARE TO BEGIN] and be satisfactorily completed no later than [SPECIFY DATE BY WHICH THE SERVICES ARE TO BE COMPLETED].

5. Miscellaneous

Unless expressly stated otherwise herein, all terms and conditions of the Agreement shall remain in full force and effect.

In the event of any conflict or inconsistencies between the terms and conditions of this Work Order and those set forth in the Agreement, the terms and conditions of the Agreement shall prevail and take precedence.

IN WITNESS WHEREOF, the parties have caused their duly appointed representatives to execute this Work Order as of the date indicated below their respective signatures.

RUDER FINN, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

DAIICHI SANKYO, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

DAIICHI SANKYO COMPANY, LIMITED Daiichi Sankyo Europe GmbH

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Received by NSD/FARA Registration Unit 10/21/2013 3:31:06 PM

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B

Daiichi Sankyo
Expense Guidelines and Reimbursement Policy

The following guidelines and reimbursement policies apply to all employees and/or agents of CROs/vendors, and consultants while engaged in business on behalf of Daiichi Sankyo.

1. Travel arrangements should be made in sufficient time to take advantage of time-related discounts. This includes, but is not limited to, discounts offered for reservations made at least seven (7) days in advance. Travel expenses will only be reimbursed at reasonable prevailing commercial rates. First class travel is reimbursable for rail tickets but no other travel related expense.
2. Transportation between an airport and your home or office should be accomplished in a reasonably cost effective manner (e.g. taxi).
3. Hotel reservations should be made at "business class" hotels within a reasonable distance from the location at which business will be conducted. "Business class" hotels in most cities should not exceed \$200.00 or €175.00 per day. Reasonable accommodations can be secured in most areas within this price. Any higher price needs prior consultation and agreement with Daiichi Sankyo.
4. Automobile rentals should be in the compact or mid-size car class. Larger vehicles may only be utilized during periods of special discount rates (e.g. same as normal mid-size rate). The agent should be asked for the least expensive on-location vendor for that market. Costs between vendors vary from city to city and significant savings may be realized by using different vendors in different markets. Automobile rental costs should be considered versus the cost of a taxi, particularly for same day trips.
5. Reasonable meal expenditures will be reimbursed and approved (with an upper limit of approximately \$60.00 per day). This per diem should be prorated accordingly for individuals working less than one full day. The per diem allowance may not be accumulated from day to day. The expectation is to exercise good judgment in choosing restaurants in order to keep meal expenditures within reasonable limits.
6. Shows, movies, mini-bar, and other sources of personal entertainment will not be reimbursed.

For travel within the United States, two personal long distance telephone calls per day of a reasonable duration within the United States will be reimbursed. All Daiichi Sankyo business related telephone calls will also be reimbursed.



7. Incidental expenses of a personal nature will not be reimbursed except when mandated due to status (e.g., weather emergency prohibits travel home). For travel within the United States, reasonable laundry expenses will be reimbursed when on business for Daiichi Sankyo, Inc. for at least five consecutive days.

Daiichi Sankyo will not reimburse the following expenses:

- Taxi/Sedans/Limousines to and/or from Daiichi Sankyo and the individual's place of business or residence (excluding taxis to and/or from airport on Daiichi Sankyo requested business).
- First class flights. Business class flights are allowable for inter-continental flights only.
- Add-on for outside services.
- Mark-up for work of outside professionals, including freelancers.
- Normal meals, when not engaged in business on behalf of Daiichi Sankyo.
- Either a set administrative percentage or reasonable detailed administrative charges (neither will be paid).
- Entertainment of Daiichi Sankyo employees or others.
- Mark-up on any out-of-pocket expenses.

Note: This list details major items but is not all inclusive. All requests for reimbursement for travel-related expenses must be accompanied by documentation in form and detail sufficient to meet the requirements of the tax authorities with respect to recognition of business-related travel expenses for corporate tax purposes. For travel within the United States, these expenses should be accompanied by appropriate receipts. Expenses will be reviewed in order to determine their compliance with this policy and reasonableness.



EXHIBIT C
Rate Card

GLOBAL AGENCY LEADS

GLOBAL TEAM LEAD		Hourly Rate	
<i>Name</i>	<i>Title/Role</i>	<i>Japan (¥)</i>	<i>USD (\$)</i>
Susan Goldstein	GROUP HEAD / Client Service Lead	NO CHARGE	NO CHARGE
Rob Schachter	SVP Group / Global Team Lead	¥23,000	\$292.63
Trina Chiara	SVP Group / Global Media Lead	¥23,000	\$292.63
Hugh McKinney	*EVP / Global Payor/Policy	¥23,000	\$292.63
Judith Cranford	*EVP / Global Advocacy	¥23,000	\$292.63

Assumptions:

Annualized fee budget of \$2.5mm

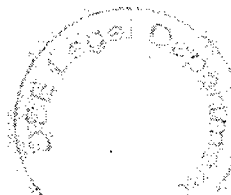
30-day payment terms

US TEAM

PROPOSED US TEAM		Hourly Rate
<i>Name</i>	<i>Title/Role</i>	<i>US (\$)</i>
Elyse Margolis	SVP Group / U.S. Team Lead	\$293
Trista Dawson	VP / U.S. Science	\$238
Rachel Spielman	EVP / U.S. Media	\$332
Vicki Amari	VP / U.S. Team Manager	\$238
Heather Gartman	EVP / U.S. Advocacy	\$332
Victoria Fort	VP / U.S. Policy and Advocacy Support	\$238
Matt Gold	AS / U.S. Team Implementation	\$187
Stephanie Mazo	SAE / U.S. Team Implementation	\$165

Assumptions:

- Annualized fee budget of \$2.5mm



EUROPE TEAM

PROPOSED EUROPE TEAM		Hourly Rate	
Name	Title/Role	Europe (€)	USD (\$)
Katy Compton-Bishop	SVP Group/ EU Team Lead	□ 238	\$293.69
Maya Anaokour	SVP / EU Science	□ 221	\$272.71
Mina Varsani	VP / EU Science Implementation	□ 193	\$238.16
Dan Ilett	VP / EU Media	□ 193	\$238.16
Abigail Dewberry	SAS / EU Team Manager	□ 170	\$209.78
Michael Holland	SVP / EU Science Writer	□ 221	\$272.71
Charlotte Hermans	AAE / EU Implementation	□ 97	\$119.70

Assumptions:

Annualized fee budget of \$2.5mm

30-day payment terms

JAPAN TEAM

PROPOSED JAPAN TEAM		Hourly Rate	
Name	Title/Role	Japan (¥)	USD (\$)
Mai Tran	EVP / A-P Team Lead	¥26,000	\$330.80
Elaine Eick	EVP / A-P Science Lead	¥26,000	\$330.80
Miki Okada	SVP / A-P Media	¥21,400	\$272.27
Daniel Fath	VP / Japan Lead	¥18,750	\$238.56
Kishore Tijore	SAS / India Lead	¥16,500	\$209.93

Assumptions:

Annualized fee budget of \$2.5mm

30-day payment terms